

Matthew I. Knepper, Esq.  
Nevada Bar No. 12796  
Miles N. Clark, Esq.  
Nevada Bar No. 13848  
KNEPPER & CLARK LLC  
10040 W. Cheyenne Ave., Suite 170-109  
Las Vegas, NV 89129  
Phone: (702) 825-6060  
Fax: (702) 447-8048  
Email: matthew.knepper@knepperclark.com  
Email: miles.clark@knepperclark.com

David H. Krieger, Esq.  
Nevada Bar No. 9086  
HAINES & KRIEGER, LLC  
8985 S. Eastern Ave., Suite 350  
Henderson, NV 89123  
Phone: (702) 880-5554  
Fax: (702) 385-5518  
Email: dkrieger@hainesandkrieger.com

*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

SHEILA ALEXANDER,  
  
Plaintiff,

vs.

HYUNDAI MOTOR FINANCE CO. D/B/A  
HYUNDAI CAPITAL AMERICA/ KIA  
MOTORS FINANCE; WELLS FARGO  
DEALER SERVICES; EQUIFAX  
INFORMATION SERVICES, LLC;  
EXPERIAN INFORMATION SOLUTIONS,  
INC; and TRANS UNION, LLC,  
  
Defendants.

Case No.: 2:17-cv-02299-RFB-CWH

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

IT IS HEREBY STIPULATED by and between Plaintiff SHEILA ALEXANDER  
("Plaintiff") and Defendants WELLS FARGO DEALER SERVICES and EXPERIAN  
[Proposed] Stipulated Protective Order - 1

1 INFORMATION SOLUTIONS, INC; (collectively, the “Parties”), by and through their counsel  
2 of record, as follows:

3 WHEREAS, documents and information have been and may be sought, produced or  
4 exhibited by and among the parties to this action relating to trade secrets, confidential research,  
5 development, technology or other proprietary information belonging to the defendants and/or  
6 personal income, credit and other confidential information of Plaintiff.

7  
8 THEREFORE, an Order of this Court protecting such confidential information shall be and  
9 hereby is made by this Court on the following terms:

10 1. This Order shall govern the use, handling and disclosure of all documents,  
11 testimony or information produced or given in this action which are designated to be subject to  
12 this Order in accordance with the terms hereof.

13 2. Any party or non-party producing or filing documents or other materials in this  
14 action may designate such materials and the information contained therein subject to this Order by  
15 typing or stamping on the front of the document, or on the portion(s) of the document for which  
16 confidential treatment is designated, “Confidential.”

17 3. To the extent any motions, briefs, pleadings, deposition transcripts, or other papers  
18 to be filed with the Court incorporate documents or information subject to this Order, the party  
19 filing such papers shall designate such materials, or portions thereof, as “Confidential,” and shall  
20 file them with the clerk under seal; provided, however, that a copy of such filing having the  
21 confidential information deleted therefrom may be made part of the public record. Any party filing  
22 any document under seal must comply with the requirements of Local Rules.

23 4. All documents, transcripts, or other materials subject to this Order, and all  
24 information derived therefrom (including, but not limited to, all testimony, deposition, or  
25 otherwise, that refers, reflects or otherwise discusses any information designated Confidential  
26 hereunder), shall not be used, directly or indirectly, by any person, including Plaintiff and Wells  
27 Fargo Dealer Services and Experian Information Solutions, Inc., commercial or competitive  
28

1 purposes or for any purpose whatsoever other than solely for the preparation and trial of this action  
2 in accordance with the provisions of this Order.

3           5.           All depositions or portions of depositions taken in this action that contain  
4 confidential information may be designated as “Confidential” and thereby obtain the protections  
5 accorded other confidential information. The parties shall have twenty-one (21) days from the date  
6 a deposition is taken, or fourteen (14) days from the date a deposition transcript is received,  
7 whichever date is greater, to serve a notice to all parties designating portions as “Confidential.”  
8 Until such time, all deposition testimony shall be treated as confidential information. To the extent  
9 any designations are made on the record during the deposition, the designating party need not serve  
10 a notice re-designating those portions of the transcript as confidential information. Any party may  
11 challenge any such designation in accordance with Paragraph 14 of this Order.  
12

13           6.           Except with the prior written consent of the individual or entity designating a  
14 document or portions of a document as “Confidential,” or pursuant to prior Order after notice, any  
15 document, transcript or pleading given “Confidential” treatment under this Order, and any  
16 information contained in, or derived from any such materials (including but not limited to, all  
17 deposition testimony that refers, reflects or otherwise discusses any information designated  
18 confidential hereunder) may not be disclosed other than in accordance with this Order and may  
19 not be disclosed to any person other than: (a) the Court and its officers; (b) parties to this litigation;  
20 (c) counsel for the parties, whether retained counsel or in-house counsel and employees of counsel  
21 assigned to assist such counsel in the preparation of this litigation; (d) fact witnesses subject to a  
22 proffer to the Court or a stipulation of the parties that such witnesses need to know such  
23 information; (e) present or former employees of the producing party in connection with their  
24 depositions in this action (provided that no former employees shall be shown documents prepared  
25 after the date of his or her departure); and (f) experts specifically retained as consultants or expert  
26 witnesses in connection with this litigation.

27           7.           Documents produced pursuant to this Order shall not be made available to any  
28

1 person designated in Subparagraph 6 (f) unless he or she shall have first read this Order, agreed to  
2 be bound by its terms, and signed the attached Declaration of Compliance.

3 8. Third parties who are the subject of discovery requests, subpoenas or depositions  
4 in this case may take advantage of the provisions of this Protective Order by providing the parties  
5 with written notice that they intend to comply with and be bound by the terms of this Protective  
6 Order.

7 9. All persons receiving any or all documents produced pursuant to this Order shall  
8 be advised of their confidential nature. All persons to whom confidential information and/or  
9 documents are disclosed are hereby enjoined from disclosing same to any person except as  
10 provided herein, and are further enjoined from using same except in the preparation for and trial  
11 of the above-captioned action between the named parties thereto. No person receiving or  
12 reviewing such confidential documents, information or transcript shall disseminate or disclose  
13 them to any person other than those described above in Paragraph 6 and for the purposes specified,  
14 and in no event, shall such person make any other use of such document or transcript.

15 10. Nothing in this Order shall prevent a party from using at trial any information or  
16 materials designated "Confidential."

17 11. This Order has been agreed to by the parties to facilitate discovery and the  
18 production of relevant evidence in this action. Neither the entry of this Order, nor the designation  
19 of any information, document, or the like as "Confidential," nor the failure to make such  
20 designation, shall constitute evidence with respect to any issue in this action.

21 12. Inadvertent failure to designate any document, transcript, or other materials  
22 "Confidential" will not constitute a waiver of an otherwise valid claim of confidentiality pursuant  
23 to this Order, so long as a claim of confidentiality is promptly asserted after discovery of the  
24 inadvertent failure. If a party designates a document as "Confidential" after it was initially  
25 produced, the receiving party, on notification of the designation, must make a reasonable effort to  
26 assure that the document is treated in accordance with the provisions of this Order, and upon  
27

1 request from the producing party certify that the designated documents have been maintained as  
2 confidential information.

3       13. If any party objects to any designation of any materials as Confidential, the parties  
4 shall attempt in good faith to resolve such objection by agreement. If the parties cannot resolve  
5 their objections by agreement, any party shall be free to seek the assistance of the Court. A party  
6 shall not be obligated to challenge the propriety of a Confidential designation at the time made,  
7 and a failure to do so shall not preclude a subsequent challenge thereto. Until an objection has  
8 been resolved by agreement of counsel or by order of the Court, the materials shall be treated as  
9 Confidential and subject to this Order. The Court may find material to be improperly designated  
10 if it: (a) is already public knowledge or otherwise in the public domain; (b) has become public  
11 knowledge or enters the public domain other than as a result of a disclosure in violation of this  
12 Order; (c) is acquired by the non-producing party from a non-party lawfully possessing such  
13 documents or information; or (d) was lawfully possessed by the non-producing party before  
14 discovery in this action.  
15

16       14. Within sixty (60) days after the final termination of this litigation, all documents,  
17 transcripts, or other materials afforded confidential treatment pursuant to this Order, including any  
18 extracts, summaries or compilations taken therefrom, but excluding any materials which in the  
19 good faith judgment of counsel are work product materials, shall be returned to the Producing  
20 Party. In lieu of return, the parties may agree to destroy the documents, to the extent practicable.  
21

22       15. In the event that any party to this litigation disagrees at any point in these  
23 proceedings with any designation made under this Protective Order, the parties shall first try to  
24 resolve such dispute in good faith on an informal basis. If the dispute cannot be resolved, the party  
25 objecting to the designation may seek appropriate relief from this Court. During the pendency of  
26 any challenge to the designation of a document or information, the designated document or  
27 information shall continue to be treated as “Confidential” subject to the provisions of this  
28 Protective Order.

1 16. Nothing herein shall affect or restrict the rights of any party with respect to its own  
2 documents or to the information obtained or developed independently of documents, transcripts  
3 and materials afforded confidential treatment pursuant to this Order.

4 17. The Court retains the right to allow disclosure of any subject covered by this  
5 stipulation or to modify this stipulation at any time in the interest of justice.

6 **IT IS SO STIPULATED.**

7 Dated December 29, 2017

8  
9  
10 /s/ Miles N. Clark  
11 Matthew I. Knepper, Esq.  
12 Nevada Bar No. 12796  
13 Miles N. Clark, Esq.  
14 Nevada Bar No. 13848  
KNEPPER & CLARK LLC  
Email: matthew.knepper@knepperclark.com  
Email: miles.clark@knepperclark.com

15 David H. Krieger, Esq.  
16 Nevada Bar No. 9086  
17 HAINES & KRIEGER, LLC  
Email: dkrieger@hainesandkrieger.com  
*Counsel for Plaintiff*

/s/ Jennifer Braster  
Jennifer L. Braster, Esq.  
Nevada Bar No. 9982  
Andrew J. Sharples, Esq.  
Nevada Bar No. 12866  
NAYLOR & BRASTER  
Email: jbraster@naylorandbrasterlaw.com  
Email: asharples@naylorandbrasterlaw.com  
*Counsel for Defendant*  
*Experian Information Solutions, Inc.*

18  
19 /s/ Daniel S. Ivie  
20 Daniel S. Ivie, Esq.  
21 Nevada Bar No.  
22 SNELL & WILMER L.L.P.  
23 3883 Howard Hughes Parkway, Suite 1100  
24 Las Vegas, NV 89169  
Email: divie@swlaw.com  
*Counsel for Defendant*  
*Wells Fargo Dealer Services*

25 **ORDER**

26 **IT IS SO ORDERED.**

27 Dated: January 4, 2018

28   
UNITED STATES MAGISTRATE JUDGE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**DECLARATION OF COMPLIANCE**

*(Alexander v. Hyundai Motor Finance Co., et al; 2:17-cv-02299-RFB-CWH)*

I, \_\_\_\_\_, declare as follows:

1. My address is \_\_\_\_\_.

2. My present employer is \_\_\_\_\_.

3. My present occupation or job description is \_\_\_\_\_.

4 I have received a copy of the Stipulated Protective Order entered in this action on \_\_\_\_\_, 20\_\_\_\_.

5. I have carefully read and understand the provisions of this Stipulated Protective Order.

6. I will comply with all provisions of this Stipulated Protective Order.

7. I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.

8. I will use such information, documents or other materials produced subject to this Stipulated Protective Order only for purposes of this present action.

9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to this Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

///

10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the

1 Stipulated Protective Order in this action. I declare under penalty of perjury under the laws of the  
2 United States that the following is true and correct.

3 Executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ at \_\_\_\_\_.

4  
5 \_\_\_\_\_  
6 QUALIFIED PERSON  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28